

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

**APPROVING PURCHASE OF ONE MOTOR GRADER )  
THROUGH AN INTERLOCAL AGREEMENT WITH )  
ADAMS COUNTY RESOLUTION NO 05-134 AND )  
AUTHORIZING SIGNATURE THEREON )**

**RESOLUTION NO. 13-** 366

**WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, allows for purchasing from Intergovernmental agencies provided the agencies have an Intergovernmental Cooperative Purchasing Agreement (ICPA) with each other, the contract is determined to have been awarded in compliance with bidding requirements of the agency seeking to purchase, and the Vendor agrees to participation in the ICPA; and

**WHEREAS**, Lewis County has a Governmental Purchasing Interlocal with Adams County by Resolution 05-134; and

**WHEREAS**, Adams County awarded a contract to Pape' Machinery on May 23, 2012; and

**WHEREAS**, Lewis County has inspected Adams County bid documents and determined the award to Pape' be compliance with Lewis County's bidding requirements; and

**WHEREAS**, in the bid award, Pape' has agreed to allow the purchase of equipment by other agencies from this contract; and

**WHEREAS**, Lewis County would purchase a new Motor Grader through a Governmental Purchasing Interlocal Agreement with Adams County, and

**WHEREAS**, the Board of County Commissioners has had opportunity to review the contract for the purchase of one new Motor Grader in the amount of \$295,695.40, which will be purchased with ER&R funds.

**NOW THEREFORE BE IT RESOLVED**, that the Board of County Commissioners approves the purchase of one new Motor Grader for \$295,695.40 from Pape' Machinery and authorizes the Director of Lewis County's Department of Public Works to execute the agreement.

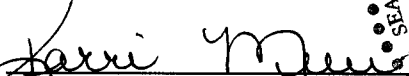
DONE IN OPEN SESSION this 20<sup>th</sup> day of May, 2013.

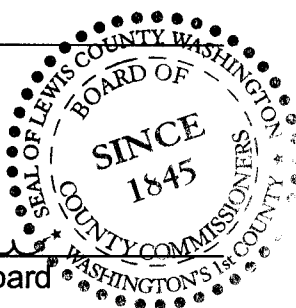
**APPROVED AS TO FORM:**

Jonathan L. Meyer, Prosecuting Attorney

  
By: Civil Deputy

**ATTEST:**

  
Karri Muir, Clerk of the Board



**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

  
P.W. Schulte, Chairman

  
F. Lee Grose, Vice Chairman

  
Edna J. Fund, Member



# SALES ORDER

2-1700 E (12/07)

REFERENCE  
NUMBER

<b>BILL TO</b>		SIC Code: _____		<b>SHIP TO</b>		Name: <u>ERIK, KEVIN, TIM</u>				
Buyer: <u>LEWIS COUNTY FLEET SERVICES</u>				Address: _____						
Address: <u>109 FOREST NAPAVINE RD E</u>				City, State: _____ Zip: _____						
City: <u>CHEHALIS</u> State: <u>WA</u> Zip: <u>98532</u>				County: _____						
County: <u>LEWIS</u> Customer No.: _____				DELIVERY DATE (EST): _____						
Ph. No. <u>360-740-1150</u> Fax No. _____				<b>P.O. No.</b> _____						
<b>EQUIPMENT</b>		MAKE	MODEL		EQUIP.#	TRANSACTION		INVENTORY		
			<u>770G/772G</u>			SALE	RPO	NEW	USED	RENT
JOHN DEERE		SER.#	TBD			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description: <u>NEW 2013 770G MOTOR GRADER</u>								\$238,210.53		
PLEASE SEE ATTACHED FOR BUILD SPECS										
EQUIPPED SIMILAR TO 2009 JD 772D GRADER PURCHASED BY LEWIS CO. THAT WAS IN FIRE										
THIS GRADER HAD RECEIVED A 5% INCREASE FROM JOHN DEERE PLEASE SEE JD BULLETIN										
PIGGY BACK OFF ADAMS COUNTY 770G/ OR OPTIONAL 772G										
Attachments: <u>EQUIPPED WITH OPTIONAL SIX WHEEL DRIVE/JOHN DEERE 772G W/ 6WD ADD:</u>								\$29,789.47		
<u>EQUIPPED WITH REARVIEW CAMERA ADD:</u>								\$1,300.00		
<u>EQUIPPED WITH WBM FRONT SNOW BLADE INSTALLED SAME BLADE ON BURNED 772D ADD:</u>								\$14,000.00		
<u>LESS \$4000. FOR FILTERS AND OIL SAMPLES LESS \$5000. FOR SECURE RMC WARRANTY DURATION</u>								-\$9,000.00		
Del'y / F.O.B.						<b>AGREED PRICE \$</b>				
<b>TRADE</b>						<b>\$274,300.00</b>				
YEAR MAKE MODEL SERIAL NUMBER						If Tax Exempt, Provide Certificate or enter Rate Below				
						Sales Tax ( %) \$0.00				
Lienholder:						Total Price \$274,300.00				
Trade-in Allowance: Less (Est.) Payoff: \$0.00						Net Trade in - \$0.00				
<b>BILL OF SALE:</b> FOR TRADE -IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/ OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE. <b>BUYER'S SIGNATURE: X</b>						Sales Tax ( 7.8 %) \$21,395.40				
						Balance Due \$295,695.40				
						Down Payment - \$0.00				
						Doc Fees \$0.00				
<b>FINANCE</b> <input type="checkbox"/> FINANCED <input type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD						INSURANCE \$0.00				
TERMS ( SUBJECT TO APPROVAL):						Amount to Finance \$295,695.40				
						Length of Term				
						Est. PMT. W/ Ins.				
INSURANCE AGENT:						Est. Pmt. W/O Ins.				
<b>WARRANTY</b>		<input type="checkbox"/> NEW BASIC _____ (DESCRIBE)				<input type="checkbox"/> AS IS / NO WARRANTY				
		<input type="checkbox"/> NEW EXTENDED _____ (DESCRIBE)				<input type="checkbox"/> USED _____ (DESCRIBE)				
This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.										
<b>PAPÉ MACHINERY, Inc.</b> (Store Address): <u>3607 - 20th Street East</u> <u>TACOMA, WA 98424</u>						<b>BUYER</b> By: <u>[Signature]</u> Title: <u>ASST. COUNTY ENGR</u> By: <u>FOR TIM ELSEA</u> Title: <u>COUNTY ENGR.</u>				
By: <u>CHAD THOMPSON</u> (253) 922-8718 Title: <u>Territory Mgr</u> Date: <u>17-Oct-10</u>						Date: _____				

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

IN RE: APPROVAL OF INTERLOCAL  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN LEWIS COUNTY AND ADAMS  
COUNTY

RESOLUTION #05- 134

WHEREAS, Lewis County has prepared an Interlocal Agreement for use with Adams County, both political subdivisions of the State of Washington, for cooperative governmental purchasing of supplies, material, equipment, or services that may be required from time to time and;

WHEREAS, the Board of County Commissioners has had an opportunity to review the Interlocal Cooperative and Customer Service Agreement, attached as Exhibit A; And

WHEREAS, it appears to be in the best public interest to authorize this Interlocal Cooperative Purchasing and Customer Service Agreement; NOW, THEREFORE

BE IT RESOLVED that the Interlocal Agreement between Lewis County and Adams County is hereby approved by the Board of County Commissioners.

DONE IN OPEN SESSION this 9<sup>th</sup> day of May 2005.

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

APPROVED AS TO FORM:

Jeremy Randolph, Prosecuting Attorney

Douglas L. Roth

By: Deputy Prosecuting Attorney

ATTEST:

Karisa Duffey  
Karisa Duffey, Clerk of the Board



Absent  
Chairman

Richard P. Huber  
Member

Eric Johnson  
Member

## INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other applicable laws, LEWIS COUNTY and ADAMS COUNTY both political subdivisions of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

1. This Agreement pertains to bids and contracts for supplies, material, equipment, or services that may be required from time to time by both Lewis and Adams Counties.
2. Each of the parties from time to time goes out to public bid and contracts to purchase supplies, materials, equipment and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplies, or service provider.
3. Each of the parties shall comply with all applicable laws and regulations governing its own purchase.
4. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider and pay directly in accordance with its own payment procedure for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.
5. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.
6. No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligations except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.
7. The Chief Administrative Officer for Lewis County shall be the designated representative for carrying out the terms of this Agreement. Likewise, the Clerk of the Adams County Board of Commissioners shall be the designated representative for Adams County.
8. This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written notice of cancellation of the other party.

Approved this 9<sup>th</sup> day of May, 2005.

ATTEST:

  
Clerk of the Board



BOARD OF LEWIS COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
Chairman

Approved this 11<sup>th</sup> day of April, 2005.

ATTEST:

  
Clerk of the Board

BOARD OF ADAMS COUNTY COMMISSIONERS  
ADAMS COUNTY, WASHINGTON

  
Chairman